

STATE OF MICHIGAN
COURT OF APPEALS

BONNIE L. RAGGE, M.D.,

Plaintiff-Appellant,

v

MID-MICHIGAN REGIONAL MEDICAL
CENTER,

Defendant-Appellee,

and

WILLIAM H. DERY, M.D., TERRY RUHL,
M.D., ROBERT L. LACHANCE, M.D., J.T.
PINNEY, M.D., MARGUERITTE KUHN, M.D.,
and LAWRENCE KAMMER, M.D.,

Defendants.

Before: O’Connell, P.J., and Jansen and Wilder, JJ.

PER CURIAM.

In Docket No. 240464, plaintiff appeals as of right from a judgment of no cause of action on her claims of breach of contract and disability discrimination arising from her employment as a second-year medical resident with defendant Mid-Michigan’s family practice residency program. In Docket No. 243491, plaintiff appeals as of right from the trial court’s order awarding defendant case evaluation sanctions in the amount of \$203,231.31 pursuant to MCR 2.403(O)(1). We affirm.

Plaintiff first argues that a new trial is required because of evidentiary error. We disagree. We review a trial court’s decision to admit evidence for an abuse of discretion. *Campbell v Sullins*, 257 Mich App 179, 196; 667 NW2d 887 (2003).

Plaintiff argues that the trial court abused its discretion by denying her motion in limine to exclude testimony that plaintiff once threatened to sue the supervisor of a prior residency program in Minnesota if the supervisor gave her a negative review. We disagree. Plaintiff relied on the supervisor’s positive review to demonstrate her character as an even-keeled resident, and

the threats detrimentally affected the review's evidentiary value. Therefore, the trial court did not abuse its discretion by allowing this relevant evidence.

Plaintiff also argues that the trial court abused its discretion by denying her motion to exclude deposition testimony that Mid-Michigan's residency program was accredited by a review committee. The accreditation was relevant to plaintiff's breach of contract theories, so the trial court did not abuse its discretion by allowing it.

Plaintiff's last evidentiary challenge relates to evidence that she enjoyed financial independence and did not need to work. We disagree. First, the evidence was peripherally relevant to damages and the expectations of Mid-Michigan when they hired plaintiff. Second, plaintiff admitted earlier in the trial, without objection, that her financial independence allowed her to work whenever she wanted. Therefore, she forfeited any possible prejudice that could result from this evidence, and we will not reverse based on its mere repetition. MRE 103(a); MCR 2.613(A).

Next, plaintiff challenges the trial court's award of case evaluation sanctions under MCR 2.403(O)(1). Plaintiff argues that the trial court abused its discretion in concluding that defendant's requested attorney fees were reasonable. *Jordan v Transnational Motors, Inc*, 212 Mich App 94, 97; 537 NW2d 471 (1995). We disagree. Plaintiff's argument focuses on the trial court's rejection of her position that prevailing attorney fees in Midland or similar communities, as opposed to the state generally, should be emphasized in determining whether the requested attorney fees were reasonable. We generally discern the reasonableness of fees by referring to Michigan Rule of Professional Conduct 1.5(a). *Jordan, supra*. Without repeating all the relevant factors here, it is apparent that this case involved rather detailed and complex circumstances related to the operation of defendant's residency program. MRPC 1.5(a)(1). It is also evident that defendant's counsel devoted substantial time and labor to this case and obtained a successful result for defendant. MRPC 1.5(a)(1) and (4). While MRPC 1.5(a)(3) lists the customary fee "in the locality" as one factor in determining a fee's reasonableness, there is no requirement that this factor predominates. Therefore, the trial court did not abuse its discretion in finding the hourly rates at issue reasonable for high quality attorneys in a major case. MRPC 1.5(a)(4) and (7).

In light of our decision on these issues, we need not reach plaintiff's argument that the trial court erred by precluding future damages under her breach of contract claim.

Affirmed.

/s/ Peter D. O'Connell
/s/ Kathleen Jansen
/s/ Kurtis T. Wilder